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ABSTRACT

There is a range of topics in union agreements in which part-time faculty are addressed. Statements of recognition in agreements may do one of three things: (1) note the inclusion of part-time faculty; (2) define the term part-time; or (3) specifically exclude the union's right to represent these faculty members. The nature of the appointment and its source is usually defined, including the assignment of workloads and the institution's responsibility (or lack of it) to convert to full-time positions. Part-time faculty rarely enjoy tenure status, and their employment has only a marginal status with respect to seniority in the college. The issue of retrenchment is usually addressed in terms of the tradeoffs between full- and part-time positions and the sequence of faculty reduction. Teaching load specifications include load limits and assignment of full- and part-time faculty to different programs. Rates of pay are defined in dollar terms, in terms of the previous year's pay, or in relation to full-time pay. The fringe benefits available are usually minimal. However, much of the part-time faculty story is of exclusion from decisionmaking. Passages taken from collective bargaining agreements are sometimes explicit on this subject. A court case brief is included on the issue of tenure or probationary status as a matter subject to arbitration. (MSE)

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COLLECTIVE BARGAINING PERSPECTIVES

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Part-Time Faculty

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Although there are many different wording arrangements by which part-time faculty have been described in collective bargaining Agreements, the actual variations in intent are not very extensive. We find, for example, the following types of statements that identify part-time faculty:

1. Works less than a full load for two consecutive semesters;
2. Works less than twelve contact hours per semester;
3. Performs duties less than full-time; and
4. Is employed for not more than 2/3 of a standard work load.

The essential defining characteristics of the part-time faculty can be reduced to two criteria: part-timers are employed for a percentage of the full-time faculty load as institutionally defined; there is a time limit within which the percentage factor applies—a semester or an academic year.

The purpose of this issue of *Perspectives* is to illustrate the range of topics in union Agreements in which part-time faculty are addressed, and within each topic the nature of the part-timer's involvement.

Recognition

There isn't much of a story to tell here. Recognition statements do one of three things. Part-time faculty may be recognized by an Agreement passage that simply notes their inclusion, such as this passage, "and regular part-time members of the faculty;" or the term part-time may be defined in the recognition; or there may be a passage of specific exclusion of the union's right to represent part-time faculty.

Appointment

The appointment of part-time faculty usually is on the recommendation of a department chairman with, but not always, the advice of the department members. On occasion the recommendation may come from some ad hoc faculty committee empowered to "review applications, interview candidates, and recommend appointments for each vacancy." When committee recommendations result in the composing of a roster, and if that roster does not contain a sufficient number of applicants for the work to be assigned, the instructional supervisor often is able to select an applicant of his own choice.

Appointments are for a semester or for an academic year and are based on an assessment of specific needs in an instructional area. It also is expressed in appointment statements that the part-time faculty appointments go to those persons who are fully qualified in an instructional area, although there are exceptions:

> The President may appoint or reappoint part-time faculty members of the instructional staff not recommended as academically qualified by the academic department after consultation and review by the Faculty Personnel Committee.

The president may be empowered to make special instructional appointments, such as distinguished individuals or artists-in-residence, after proper consultations, and providing that such appointments are outside the tenure track.

Part-time appointments may be converted to full-time ones, but an institution is under no obligation to create such positions. Part-time faculty who wish to convert to full-time status must continue part-time until a full-time position can be justified. We did run across this type of variation:

> If they do not wish a full-time position after the tenth semester, they will not be reappointed to the adjunct faculty but may be appointed to the visiting faculty.

The time at which an applicant files for a part-time position may make a difference. Qualified applicants who file too late for committee consideration may be appointed by a chairman, who notifies the committee of his actions. Subsequent employment is then contingent on the regular review procedures.

And as expected, the president of the college has the final authority in issuing part-time faculty letters of appointment.

Tenure

Part-time faculty rarely enjoy tenure status, at least not when their appointment to the institution begins with a part-time appointment. Either we find statements categorically excluding part-timers from faculty membership and denying them progress toward tenure, or we find that tenure "shall be at the discretion of the President and shall be so indicated upon the contract granted for that year's service."

Seniority

Part-time employment has only a marginal place here, and that place seems to be limited to this kind of an illustrative passage:

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> Conflicts of seniority among faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or application for employment, in that order.

Retrenchment

With respect to part-time faculty, four sub-themes seem to emerge. One concerns the sequence for faculty reduction, and despite variations in wordings, all of the statements can be reduced to the conclusion that all "part-time employees in a program or academic unit are retrenched before full-time employees, unless the part-time employee's specialization is essential to a program." Second, no permanent, full-time position may be retrenched in order to create, maintain, or sustain a position for part-time employees. Next, where a full-time position can no longer be sustained, part-time positions may be eliminated to maintain a full-time faculty member, if that person is qualified to handle the altered assignment. Finally, a retrenched faculty member, if qualified, has first option on available part-time assignments.

Load

As we continue to reduce Agreement items to essential variables, the small number of them stands out. In regard to the matter of teaching load for part-timers, only three concerns emerge. One concern is that a faculty member teaching a full-time day program load cannot be required to teach classes in a part-time program, day or evening. In the pervasive theme that protects full-time faculty from part-time incursions, part-timers may not be assigned a class until all full-time faculty have been fully assigned, except in cases where a part-time faculty member "possesses qualifications not available among faculty members, or where such assignment will result in the termination of an exceptionally qualified part-time teacher whom the Board may want to retain."

The last concern is for a load limit. One variation specifies the maximum number of hours available to part-time faculty in a department. The other variation limits the individual loads to a maximum number of contact hours. There are some provisions for exceptions if the college cannot reasonably meet the limits, but in such cases "the Board will notify the Union for the purpose of consultation and negotiations of any anticipated violation" of the hours limitations.

Salary

The rate of pay for part-time faculty falls into one of three categories. There can be a fixed dollar amount per contact hour. The number of dollars per contact hour per semester and for summer session may be different in the same college. For example, there may be higher pay per contact hour for summer only than for the same basis in the fall or the spring semester. But whatever those differences may be, they are the rates paid to part-time faculty as institutionally defined. The rates per contact hour for summer school range as much as $105 in one institution to $285 in another.

Some institutions determine rates of pay as illustrated in the following example:

> An instructor having part-time assignment during the additional weeks of school beyond his or her contract will be paid a salary of (1/6 or 1/42) of his or her previous year's weekly contract salary per hour of actual instruction.

A third form focuses on a relationship with full-time service:

> Part-time salaries shall be provided in accordance with the provisions of the. . .Part-time Faculty Schedule Improvement Program. Accordingly, these rates of pay approximate 2/3 of the rates provided for full-time service of a comparable nature and are based on the full-time salary schedule.

Part-time salaries in some institutions are based on a dual axis or a lane system. (Goeres discussed these at length in Vol. 2, No. 2.) There are columns on salary schedules that represent different amounts of "education." As an individual accumulates more college credits, he can move horizontally to the next column or lane, that column being characterized by higher rates of pay for comparable years of experience than the lane from which the individual just moved. Basically what all this means is that at comparable years of experience, the more college degrees or blocks of credits one has, the higher the rate of pay.

The only other point we want to make about compensation is the circumstance of the full-time employee returning from, say an illness, who can work only part-time:

> Compensation in cases where employees return from sick leave and work less than full-time under physician's orders shall be compensated at a rate apportioned to the time they work based on their annual salary established in the budget. . . . The part-time employment shall not exceed a period of three months after return from sick leave.

Benefits

The usual condition for part-time faculty is minimal as to institutional benefits. The chief benefit appears to be sick leave, with few variations. The rate at which sick leave can be accumulated varies as does the total amount. Examples are two hours of sick leave for every hour taught per semester, to a total of 27 teaching hours; or one day for each 20 full-time work days; or one day per quarter. In a few instances, part-time faculty sick leave is pro-rated on the sick leave formula for full-time faculty. Among some institutions sick leave is non-cumulative, applicable only to the semester or quarter being taught. Other institutions permit accumulation "for the period of continuing employment."

Here and there among Agreements a small amount of personal leave—one day per semester—or emergency leave or bereavement leave may be found.

There are some colleges that have a very liberal benefits provisions in their Agreements. Two of them are reproduced to illustrate the Agreement Language.

> In the case of part-time special contract employees, fringe benefits will accure on a pro-rate basis as described in the basic Agreement with the [union].

The other:

> All benefits paid to full-time teachers shall also accrue to part-time teachers based on a percentage of their working time compared to the working time of full-time teachers.

Systematic Exclusion

Much of the story of part-time faculty employed in institutions with collective bargaining is one of exclusion.

An inquiry into part-time faculty turns out to be an examination of the measured means for banishing them from a role in decision making in matters that really make a difference. This generalization pertaining to exclusion can be illustrated by various options. Perhaps it can be done as objectively as possible in the available space through a series of passages that seem to be representative of the issues. Notice how the passages that cause exclusion are phrased, and the nature of the exclusions.

Department chairmen.

When a vacancy occurs in a Department Chairman's position, the Dean of the School in which he department is located shall convene a meeting of the affected department's full-time faculty. The full-time faculty shall then provide the Dean with a recommendation or recommendations for a new Chairman, giving their reasons in writing. The Dean shall appoint a new Chairman from among the recommendations, unless the Dean provides the full-time faculty with substantive reasons in writing for rejecting such recommendation or recommendations.

And from a second institution.

Upon resignation or dismissal of a department chairman, the position of department chairman automatically becomes vacant and the President shall within thirty (30) days of such vacancy call for the formulation of a Search Committee to be chargeu with the compilation of a list of recommended candidates for submission to the President. This Committee shall consist of five (5) members, four (4) shall be members of the full-time faculty and they shall be elected by the department concerned; the fifth shall be an administrator appointed by the President. The chairman of the Committee shall be selected by the Search Committee.

And yet a third college on the same topic.

Each year each department shall recommend by secret ballot a full-time faculty person or persons for the department chairman's psoition. Only full-time faculty in the department shall have voting rights. The name of the nominee or names of the nominees, plus a tally of the votes cast, shall be submitted by the department to the appropriate Dean by April 1st.

Full-Time Employment

The Board will attempt to employ qualified full-time teaching faculty for full-time positions in preference to part-time faculty where qualified full-time teaching faculty are reasonably available and interested in such employment, and such full-time employment is consistent with the long-range educational objectives of the College.

Faculty Evaluation Committee

A standing Committee on Evaluation shall include five full-time faculty members elected through the procedures of the Academic Forum by the members.

And from another college comes this passage.

Each Department shall establish a permanent department committee on faculty evaluation and other committees as recommended by the Department Chairman and approved by a majority vote of the full-time faculty at a regularly scheduled Department meeting. The number of members of these committees and its membership shall be determined by a majority vote of the full-time faculty of the Department with the exception of the Department Chairman who will chair the Committee on Faculty Evaluation. All full-time faculty members are eligible for membership and chairmanship of all departmental committees. . .

Committee Composition

The committee shall be made up of seven (7) members of the Faculty, four (4) elected by full-time faculty and three (3) appointed by the President. Members shall be at the rank of Associate Professor and above. Terms shall be for three (3) years and will be overlapping. Elections and appointments shall be before May 1. Members will take office on May 1. Two alternates shall be selected, one elected by full-time faculty and the other appointed by the President. . .

Assignments

A scheduling committee may be selected by and from the full-time members of a department which shall recommend the assignment of courses and their times to the department chairman. Each faculty member shall be consulted by the committee to ascertain his preferences. . .

Another variation on this topic reads as follows.

The Board will hire adjunct faculty for teaching assignments under the following conditions:

Overload assignments within the regularly scheduled college work-week shall be offered to qualified full-time faculty before any such offering shall be made to other staff or non-full-time employees.

Supplemental Teaching

No teaching faculty member shall be permitted to teach more than two (2) courses in supplemental terms unless all qualified full-time faculty in his/her subject field desiring supplemental teaching assignments have been employed.

Curriculum Change

Each full-time faculty member within a given department will have the opportunity to indicate his approval or objection of departmental curriculum changes in writing on the institutional forms for curriculum change. This shall be done prior to consideration of such changes by the Curriculum Committee.

Benefits

All full-time contract instructors are entitled to group life insurance with a face value equal to the next even $1,000 of insurance will be 20 cents per month until March 1 following attainment of age 40; thereafter 60 cents per month until attainment of age 65.

Full-time members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule:

A full-time faculty member shall be entitled to 17 days sick leave for the first year and 17 days per year thereafter, with a maximum accululation of 125 days.

Dental Care Insurance shall be provided each full-time faculty member.

Leaves of absence shall be limited to full-status faculty members.

The College agrees to make tax sheltered annuity plans available on a continuing basis to full-time faculty members and to allow payroll deductions for those full-time faculty members who wish to avail themselves of such a plan in accordance with the terms and conditions of such plans.

All full-time faculty, their spouses, their dependent children also will be permitted to take courses at the Colleges without tuition charge with the prior approval of the President.

Spouses and unmarried dependent children of full-time faculty employed before January 1, 1971 shall be entitled to attend any classes up to a maximum of 18 credit hours per semester on campus,

exluding summer offerings, for a charge of $100.00 per semester. For spouses and unmarried dependent children of full-time faculty employed after January 1, 1971, the tuition waivers are as follows: first year of employment, waiver 25%; second and third year of employment, waiver 50%; fourth and subsequent years, waiver 75%.

Voting. Any full-time faculty member who is assigned duties in more than one (1) division shall have full voting rights in the division in which he has the major portion of his load.

Grievance. Union grievances fall into the following two categories:

Those alleged violations of this Agreement relating directly to Union rights;

Those that relate to classes of full-time faculty members.

There are any number of colleges that make provisions for some kinds of involvement of part-time faculty in institutional processes and benefits beyond the contractual obligation to teach an agreed upon number of hours. The overwhelming pattern, at least as it can be deciphered from statements in collective bargaining agreements, is to exercise with care a determination to preclude part-time faculty from entering into judgmental areas that bear upon the institutional life style of the full-time faculty.

HIGHER EDUCATION LAW CASES

From time to time there will be printed in this publication a court case briefed by Rose Twomey, a third year student in the College of Law at West Virginia University.

The Board of Control of Ferris State College v The Ferris Faculty Association, MEA-NEA, 72 Mich. App. 244, 249 N.W. 2d 375 Ct. of Appeals of Michigan—November 9, 1976 (Leave to appeal denied March 16, 1977)

Facts: Plaintiff and defendant entered into a collective bargaining agreement. A faculty member, Dr. Osowski, was hired on September 10, 1969, to begin full-time on January 3, 1970. On May 14, 1974, he was informed that his performance was not satisfactory and that he would not be granted tenure. He was then offered a teaching position for one more year on a "termination-contract" basis which he accepted. On May 28, 1975, Dr. Osowski filed a grievance alleging numerous violations of the collective bargaining agreement, and the grievance was denied. Thereafter, defendant association sought arbitration of the dispute. Plaintiff College sought and was granted an injunction against arbitration from the circuit court. Plaintiff College claimed that the collective bargaining agreement provided specifically in § 3.2B that decisions regarding the employment status of probationary employees were solely with the college and are not subject to grievance review. Defendant union claimed that the collective bargaining agreement provided that the probationary period was not to exceed five years and, therefore, Dr. Osowski, by agreeing to one year more of employment was automatically elevated to tenure status.

Issue: Whether, under the terms of the collective bargaining agreement between the parties the dispute concerning the probationary/tenure status of a faculty member was a matter subject to arbitration.

Holding: Yes.

Reasoning: In determining whether the dispute was one which should be submitted to arbitration, the court looked to the U.S. Supreme Court decision in United Steelworkers of America v Warrior and Gulf Navigation Co., 363 U.S. 574, 582-583, 80 S. Ct. 1347, 1353, 4 L. Ed. 2D. 1409, 1417-18 (1960) for a guide to lower courts: " 'An order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubts should be resolved in favor of coverage'. * * *Absent an 'express provision excluding [a] particular grievance from arbitration' or the 'most forceful evidence of a purpose to exclude the claim,' * * *the matter should go to arbitration." The court was limited to deciding whether or not the dispute was one that the parties had agreed to as being arbitrable and the court should not consider the pros and cons of the dispute itself. The court found that the dispute in this case involved the interpretation and application of the collective bargaining agreement and must be resolved by an arbitrator.

Dissent: (D. E. Holbrook) The agreements between Dr. Osowski and the College were clear and unambiguous. Dr. Osowski was employed on a probationary status for five years after which he was notified of termination with an option to work for one more year without tenure or the possibility of tenure. Under the collective bargaining agreement the college specifically retained the right to determine the status of probationary employees and the exercise of this right was specifically excluded from submission to arbitration.